

## APPLICATION FOR TRANSFER OF DOCUMENTARY CREDIT

**To: Mizuho Bank, Ltd.**(Incorporated in Japan with Limited Liability)  
Hong Kong Branch ("Bank")

Date: \_\_\_\_\_

Documentary Credit ("DC") No.	Amount	Issue Date	Your advice no.
Issued By		In favour of (1 <sup>st</sup> Beneficiary's name & address)	
		Tel. No.	Contact Person:

The original advice of the DC (together with all amendments, if any) is attached and please follow our instructions set out below.

Please advise the transferee by \_\_\_\_\_ Teletransmission \_\_\_\_\_ Courier through advising bank \_\_\_\_\_

1. A. **FOR FULL TRANSFER**

We, the beneficiary of the DC, hereby irrevocably request you to fully transfer the DC to (transferee's name and address)

\_\_\_\_\_ on the same terms and conditions of the DC.

B. **FOR PARTIAL TRANSFER WITH WITHOUT SUBSTITUTION OF DOCUMENTS**

(i) We, the beneficiary of the DC, hereby irrevocably request you to transfer the DC to (transferee's name and address)

\_\_\_\_\_ on the same terms and conditions

except :-

Our name is to be substituted for the DC applicant.

Amount (including tolerance) (in words and figures):

Quantity of goods:

Unit price:

Insurance cover:

Expiry date and place: \_\_\_\_\_ at transferring bank's counter.

Latest shipment date:

Documents to be presented within \_\_\_\_\_ days after the shipment date.

(ii) If no substitution of documents is required, you may send the documents received by you from the transferee directly to the issuing bank or confining bank, if any, without further reference to us or the transferee may present the documents directly to the issuing bank.

(iii) If substitution of documents is required, we shall deliver to you our draft(s), invoice(s) and any other required documents ("Documents") within 3 banking days from the date you advise us (in writing or verbally) to substitute documents. If we fail to do so, you are authorized to forward the transferee's invoices, draft(s) and other documents to the issuing bank or confirming bank, if any, without any responsibility or liability on your part.

(iv) Subject to the above, all our rights in the DC are transferred to the transferee and the transferee shall (up to the transfer amount) have the sole rights as the beneficiary of the DC.

(v) Without any responsibility or liability on your part, you may forward the Documents, together with the transferee's documents, to the issuing bank for payment, acceptance or approval at your sole discretion. We agree and acknowledge that you may effect payment to us and/or to the transferee only upon your receipt of final payment from the issuing bank or confirming bank, if any. In such circumstances, you are irrevocably authorized to effect payment to the transferee without reference to us irrespective of discrepancies that may appear on the documents presented by the transferee (all of which, if any, are hereby waived).

(vi) We understand that you have no obligation to negotiate the presented documents, prepay a deferred payment undertaking incurred by you or purchase a draft accepted by you ("Financing"). However, if any request for Financing is accepted by you, it is subject to full recourse against us (up to the full amount effected to us and the transferee) plus interest irrespective of any reasons that the issuing bank or confirming bank, if any, may refuse to effect payment under the DC.

(vii) We have no objection to your disclosing to the issuing bank any information required by it.

2. We **SHALL** **SHALL NOT** retain our right to refuse to allow you to advise the amendment(s) of the DC to the transferee.

3. We irrevocably authorize you to debit our account(s) with you (account no.: \_\_\_\_\_) for the transfer commission and any expenses, commissions and charges which may be incurred by you or your correspondents in connection with this transfer of DC.

All charges are for the account of the transferee.

4. We shall indemnify you and your delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which you or your delegate(s) may suffer or incur under or in connection with or as a result of effecting this transfer of DC.

5. This application is subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce as are in effect from time to time and the General Customer Agreement as revised, amended and modified from time to time and any other agreement(s) previously signed and delivered by us to the Bank or any one of The Dai-Ichi Kangyo Bank, Ltd., The Fuji Bank, Ltd. and The Industrial Bank of Japan, Ltd. before their consolidation and merger into the Bank. In case of conflict, terms of this application shall prevail to the extent of conflict.

6. This application is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong") and we agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

Bank Use Only		
<input type="checkbox"/> Sanction country/Terrorist checking		
Approved	Checked	S.V.

Authorized Signature(s) and Company Chop

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